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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT LINE ITEM NUMBERS (CLINS)****BASE PERIOD (Date of Contract Award thru September 30, 1998)****Firm Fixed Price CLINs**

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|--|-------|-------|
| CLIN 001 | VTS Implementation (includes the cost of replacement radar). | | |
| SubCLIN 001A | VTS Implementation Gretna Light | _____ | _____ |
| SubCLIN 001B | VTS Implementation VTC NOLA | _____ | _____ |
| CLIN 002 | Facilities Modifications at Gretna Light. | _____ | _____ |
| CLIN 003 | Support at the Gretna Light Facility. | _____ | _____ |
| CLIN 004 | Facilities Modifications at the Governor Nicholls Light. | _____ | _____ |

OPTION Period 1 (October 1, 1998 thru September 30, 1999)**Fixed Price Time and Material CLINs**

| CLIN | DESCRIPTION |
|----------|---|
| CLIN 105 | Facilities Construction This is a time and material labor hour CLIN. Refer to section L for pricing instructions. |

Labor Categories

Davis Bacon

Fixed

Fixed Total

| | | Rate at at Time of T.O. | Composite Labor Overhead Rate (%) | Fee (%) | Cost |
|--------------|----------------|-------------------------------|---|------------|-------|
| SubCLIN 105A | Labor Category | _____ | _____ | _____ | _____ |

| | | | | | |
|--------------|-------------------------|-------|-------------------------------|--|--|
| SubCLIN 105B | Material loading factor | _____ | Fixed Overhead Rate (%) | | |
|--------------|-------------------------|-------|-------------------------------|--|--|

CLIN 106 Software Modifications
 This is a time and material
 labor hour CLIN refer to
 section L for pricing instructions

| | Labor Category | Loaded Rate |
|--------------|--|----------------|
| SubCLIN 106A | Senior Computer Systems Analyst | _____ |
| SubCLIN 106B | Computer Systems Analyst | _____ |
| SubCLIN 106C | Senior Software Engineer | _____ |
| subCLIN 106D | Application Programmer | _____ |
| subCLIN 106E | Software Engineer | _____ |
| subCLIN 106F | Database Management System Specialist | _____ |
| subCLIN 106G | Documentation Specialist | _____ |

CLIN 107 Port/Site Surveys
 This is a time and
 material CLIN refer
 to Section L for
 pricing instructions

| Labor Categories | Loaded Rate |
|------------------|----------------|
|------------------|----------------|

SubCLIN 107A Labor Category _____

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|---|-------|-------|
| CLIN 108 | VTs Implementation | | |
| SubCLIN 108A | VTs Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 108B | VTs Implementation (includes government furnished SSR radar). | _____ | _____ |
| CLIN 109 | Additional Radar (includes all modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 110 | Additional Workstations (includes all necessary modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 111 | Support for the VTs System (maintenance and training) for CLIN 001. | | |

OPTION Period 2 (October 1, 1999 thru September 30, 2000)

Fixed Price Time and Material CLINS

| CLIN | DESCRIPTION |
|----------|---|
| CLIN 205 | Facilities Construction. This is a time and material labor hour CLIN. Refer to section L for pricing instructions |

| | Labor Categories | Davis Bacon Rate at at Time of T.O. | Fixed Composite Overhead Rate (%) | Fixed Fee (%) | Total Cost |
|--------------|-------------------------|--|--|------------------------------|-----------------------|
| SubCLIN 205A | Labor Category | _____ | _____ | _____ | _____ |

| | | | | | |
|--------------|-------------------------|-------|--|--|--|
| SubCLIN 205C | Material loading factor | _____ | Fixed Overhead Rate (%) | | |
|--------------|-------------------------|-------|--|--|--|

CLIN 206 Software Modifications
 This is a time and material
 labor hour CLIN refer to
 section L for pricing instructions

| | Labor Category | Rate |
|--------------|--|-------------|
| SubCLIN 206A | Senior Computer Systems Analyst | _____ |
| SubCLIN 206B | Computer Systems Analyst | _____ |
| SubCLIN 206C | Senior Software Engineer | _____ |
| subCLIN 206D | Application Programmer | _____ |
| subCLIN 206E | Software Engineer | _____ |
| subCLIN 206F | Database Management System Specialist | _____ |
| subCLIN 206G | Documentation Specialist | _____ |

CLIN 207 Port/Site Surveys
 This is a time and
 material CLIN refer
 to Section L for
 pricing instructions

| Labor Categories | Loaded |
|-------------------------|---------------|
|-------------------------|---------------|

| | | |
|--------------|----------------|-------|
| SubCLIN 207A | Labor Category | Rate |
| | | _____ |

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|---|-------|-------|
| CLIN 208 | VTs Implementation | | |
| SubCLIN 208A | VTs Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 208B | VTs Implementation (includes the cost of the SSR radar). | _____ | _____ |
| CLIN 209 | Additional Radar (includes all necessary modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 210 | Additional Workstations (includes all necessary modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 211 | Support for the VTs System (maintenance and training) for CLIN 001. | | |
| SUBCLIN 211A | Maintenance and training | _____ | _____ |
| 2111B | Maintenance for additional radar | _____ | _____ |
| 2111C | Maintenance for additional workstation | _____ | _____ |
| CLIN 212 | Support for the VTs System(maintenance and training). | | |

| | | | |
|--------------|--|-------|-------|
| SUBCLIN 212A | Maintenance and training for CLIN 208 | _____ | _____ |
| 212B | Maintenance for additional radar | _____ | _____ |
| 212C | Maintenance for additional workstation | _____ | _____ |

OPTION Period 3 (October 1, 2000 thru September 30, 2001)**CLIN DESCRIPTION**

CLIN 305 Facilities Construction.
This is a time and material labor hour CLIN. Refer to section L for pricing instructions

Labor Categories

| | | | |
|--|--|---------------------|---------------|
| Davis Bacon Rate at at Time of T.O. | Fixed Composite Overhead Rate (%) | Fixed Fee (%) | Total Cost |
|--|--|---------------------|---------------|

| | | | | | |
|--------------|----------------|-------|-------|-------|-------|
| SubCLIN 305A | Labor Category | _____ | _____ | _____ | _____ |
|--------------|----------------|-------|-------|-------|-------|

| | | |
|--------------|-------------------------|-------------------------------|
| | | Fixed Overhead rate (%) |
| SubCLIN 305C | Material loading factor | _____ |

CLIN 306 Software Modifications
This is a time and material labor hour CLIN refer to section L for pricing instructions

| | |
|-----------------------|------------------------|
| Labor Category | Loaded Rate |
|-----------------------|------------------------|

| | | |
|--------------|---------------------------------|-------|
| SubCLIN 306A | Senior Computer Systems Analyst | _____ |
|--------------|---------------------------------|-------|

| | | |
|--------------|--------------------------|-------|
| SubCLIN 306B | Computer Systems Analyst | _____ |
|--------------|--------------------------|-------|

| | | |
|--------------|--------------------------|-------|
| SubCLIN 306C | Senior Software Engineer | _____ |
|--------------|--------------------------|-------|

| | | |
|--------------|--|-------|
| subCLIN 306D | Application Programmer | _____ |
| subCLIN 306E | Software Engineer | _____ |
| subCLIN 306F | Database Management System Specialist | _____ |
| subCLIN 306G | Documentation Specialist | _____ |
| CLIN 307 | Port/Site Surveys. This is a time and material CLIN refer to Section L for pricing instructions | _____ |

| | Labor Categories | Loaded Rate |
|--------------|-------------------------|--------------------|
| SubCLIN 307A | Labor Category | _____ |

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|--|------------|------------|
| CLIN 308 | VTs Implementation | | |
| SubCLIN 308A | VTs Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 308B | VTs Implementation (includes the cost of the SSR radar). | _____ | _____ |
| CLIN 309 | Additional Radar (includes all necessary modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 310 | Additional Workstations (includes all necessary modifications and | _____ | _____ |

interconnections to
work with the VTS).

CLIN 311 Support for the VTS
System (maintenance
and training) for
CLIN 001.

| | | | |
|--------------|-----------------------------|-------|-------|
| SUBCLIN 311A | Maintenance and training | _____ | _____ |
|--------------|-----------------------------|-------|-------|

| | | | |
|------|-------------------------------------|-------|-------|
| 311B | Maintenance for additional radar | _____ | _____ |
|------|-------------------------------------|-------|-------|

| | | | |
|------|---|-------|-------|
| 311C | Maintenance for additional workstation | _____ | _____ |
|------|---|-------|-------|

| | | | |
|----------|--|-------|-------|
| CLIN 312 | Support for the VTS System(maintenance and training)for. | _____ | _____ |
|----------|--|-------|-------|

| | | | |
|--------------|--|-------|-------|
| SUBCLIN 312A | Maintenance and training for CLIN 208 or 308 | _____ | _____ |
|--------------|--|-------|-------|

| | | | |
|------|-------------------------------------|-------|-------|
| 312B | Maintenance for additional radar | _____ | _____ |
|------|-------------------------------------|-------|-------|

| | | | |
|------|---|-------|-------|
| 312C | Maintenance for additional workstation | _____ | _____ |
|------|---|-------|-------|

OPTION Period 4 (October 1, 2001 thru September 30, 2002)

| | |
|-------------|--------------------|
| CLIN | DESCRIPTION |
|-------------|--------------------|

| | |
|----------|---|
| CLIN 405 | Facilities Construction. This is a time and material labor hour CLIN. Refer to section L for pricing instructions |
|----------|---|

Labor Categories

| | | | |
|--|--|---------------------|---------------|
| Davis Bacon Rate at at Time of T.O. | Fixed Composite Overhead Rate (%) | Fixed Fee (%) | Total Cost |
|--|--|---------------------|---------------|

| | | | | | |
|--------------|----------------|-------|-------|-------|-------|
| SubCLIN 405A | Labor Category | _____ | _____ | _____ | _____ |
|--------------|----------------|-------|-------|-------|-------|

Fixed
Overhead

SubCLIN 405C Material loading factor **Rate (%)**

CLIN 406 Software Modifications
This is a time and material
labor hour CLIN refer to
section L for pricing instructions

| | Labor Category | Loaded Rate |
|--------------|---------------------------------------|-----------------------------|
| SubCLIN 406A | Senior Computer Systems Analyst | <u> </u> |
| SubCLIN 406B | Computer Systems Analyst | <u> </u> |
| SubCLIN 406C | Senior Software Engineer | <u> </u> |
| subCLIN 406D | Application Programmer | <u> </u> |
| subCLIN 406E | Software Engineer | <u> </u> |
| subCLIN 406F | Database Management System Specialist | <u> </u> |
| subCLIN 406G | Documentation Specialist | <u> </u> |

CLIN 407 Port/Site Surveys
This is a time and material CLIN refer
to Section L for pricing instructions

| | Labor Categories | Loaded Rate |
|--------------|-------------------------|-----------------------------|
| SubCLIN 407A | Labor Category | <u> </u> |

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|-------------|--------------------|------------|------------|
|-------------|--------------------|------------|------------|

| | | | |
|--------------|---|-------|-------|
| CLIN 408 | VTs Implementation | | |
| SubCLIN 408A | VTs Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 408B | VTs Implementation (includes the cost of the SSR radar). | _____ | _____ |
| CLIN 409 | Additional Radar (includes all modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 410 | Additional Workstations (includes all necessary modifications and interconnections to work with the VTs). | _____ | _____ |
| CLIN 411 | Support for the VTs System (maintenance and training) for CLIN 001. | | |
| SUBCLIN 411A | Maintenance and training | _____ | _____ |
| 411B | Maintenance for additional radar | _____ | _____ |
| 411C | Maintenance for additional workstation | _____ | _____ |
| CLIN 412 | Support for the VTs System(maintenance and training)for. | _____ | _____ |
| SUBCLIN 412A | Maintenance and training | _____ | _____ |
| 412B | Maintenance for additional radar | _____ | _____ |
| 412C | Maintenance for additional workstation | _____ | _____ |

OPTION Period 5 (October 1, 2002 thru September 30, 2003)

| CLIN | DESCRIPTION | | | | |
|--------------|---|--|--|------------------------------|-----------------------|
| CLIN 505 | Facilities Construction. This is a time and material labor hour CLIN. Refer to section L for pricing instructions | | | | |
| | Labor Categories | Davis Bacon Rate at at Time of T.O. | Fixed Composite Overhead Rate (%) | Fixed Fee (%) | Total Cost |
| SubCLIN 505A | Labor Category | _____ | _____ | _____ | _____ |
| | | | Fixed Overhead Rate (%) | | |
| SubCLIN 505C | Material loading factor | | _____ | | |
| CLIN 506 | Software Modifications This is a time and material labor hour CLIN refer to section L for pricing instructions | | | | |
| | Labor Category | Loaded Rate | | | |
| SubCLIN 506A | Senior Computer Systems Analyst | _____ | | | |
| SubCLIN 506B | Computer Systems Analyst | _____ | | | |
| SubCLIN 506C | Senior Software Engineer | _____ | | | |
| subCLIN 506D | Application Programmer | _____ | | | |
| subCLIN 506E | Software Engineer | _____ | | | |
| subCLIN 506F | Database Management System Specialist | _____ | | | |
| subCLIN 506G | Documentation Specialist | _____ | | | |

CLIN 507 Port/Site Surveys.
 This is a time and
 material CLIN refer
 to Section L for
 pricing instructions

| | Labor Categories | Loaded Rate |
|--------------|-------------------------|------------------------|
| SubCLIN 507A | Labor Category | _____ |

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|---|------------|------------|
| CLIN 508 | VTS Implementation | | |
| SubCLIN 508A | VTS Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 508B | VTS Implementation (includes the cost of the SSR radar). | _____ | _____ |
| CLIN 509 | Additional Radar (includes all modifications and interconnections to work with the VTS). | _____ | _____ |

FIRM FIXED PRICE CLINS (continued)

| CLIN | DESCRIPTION | QTY | FFP |
|-------------|---|------------|------------|
| CLIN 510 | Additional Workstations (includes all necessary modifications and interconnections to work with the VTS). | _____ | _____ |
| CLIN 511 | Support for the VTS System (maintenance and training) for CLIN 001. | | |

| | | | |
|--------------|--|-------|-------|
| SUBCLIN 511A | Maintenance and training | _____ | _____ |
| 511B | Maintenance for additional radar | _____ | _____ |
| 511C | Maintenance for additional workstation | _____ | _____ |
| CLIN 512 | Support for the VTS System(maintenance and training)for. | | |
| SUBCLIN 512A | Maintenance and training | _____ | _____ |
| 512B | Maintenance for additional radar | _____ | _____ |
| 512C | Maintenance for additional workstation | _____ | _____ |

OPTION Period 6(October 1, 2003 thru September 30, 2004)

| CLIN | DESCRIPTION | | | | |
|--------------|---|--|--|------------------------------|-----------------------|
| CLIN 605 | Facilities Construction. This is a time and material labor hour CLIN. Refer to section L for pricing instructions | | | | |
| | Labor Categories | Davis Bacon Rate at at Time of T.O. | Fixed Composite Overhead Rate (%) | Fixed Fee (%) | Total Cost |
| SubCLIN 605A | Labor Category | _____ | _____ | _____ | _____ |
| | | | Fixed Overhead Rate (%) | | |
| SubCLIN 605C | Material loading factor | _____ | | | |
| CLIN 606 | Software Modifications This is a time and material labor hour CLIN refer to section L for pricing instructions | | | | |
| | Labor Category | Loaded Rate | | | |
| SubCLIN 606A | Senior Computer Systems Analyst | _____ | | | |
| SubCLIN 606B | Computer Systems Analyst | _____ | | | |
| SubCLIN 606C | Senior Software Engineer | _____ | | | |
| subCLIN 606D | Application Programmer | _____ | | | |
| subCLIN 606E | Software Engineer | _____ | | | |
| subCLIN 606F | Database Management System Specialist | _____ | | | |
| subCLIN 606G | Documentation Specialist | _____ | | | |

CLIN 607 Port/Site Surveys
 This is a time and
 material CLIN refer
 to Section L for
 pricing instructions

| | Labor Categories | Loaded Rate |
|--------------|-------------------------|------------------------|
| SubCLIN 607A | Labor Category | _____ |

FIRM FIXED PRICE CLINS

| CLIN | DESCRIPTION | QTY | FFP |
|--------------|---|------------|------------|
| CLIN 608 | VTS Implementation | | |
| SubCLIN 608A | VTS Implementation (includes the cost of one radar). | _____ | _____ |
| SubCLIN 608B | VTS Implementation (includes the cost of the SSR radar). | _____ | _____ |
| CLIN 609 | Additional Radar (includes all modifications and interconnections to work with the VTS). | _____ | _____ |
| CLIN 610 | Additional Workstations (includes all necessary modifications and interconnections to work with the VTS). | _____ | _____ |
| CLIN 611 | Support for the VTS System (maintenance and training) for CLIN 001. | | |
| SUBCLIN 611A | Maintenance and training | _____ | _____ |

| | | | |
|--------------|--|-------|-------|
| 611B | Maintenance for additional radar | _____ | _____ |
| 611C | Maintenance for additional workstation | _____ | _____ |
| CLIN 612 | Support for the VTS System(maintenance and training)for. | _____ | _____ |
| SUBCLIN 612A | Maintenance and training | _____ | _____ |
| 612B | Maintenance for additional radar | _____ | _____ |
| 612C | Maintenance for addition workstation | _____ | _____ |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 REPLACEMENT PARTS AVAILABILITY

The Contractor guarantees that replacement parts for the systems installed under Task Orders against this contract will be available for the term of the contract including all exercised options or that, if parts cannot be provided, the Contractor shall make the necessary accommodations to the system to cause the system to work with available parts. The Contractor shall notify the Government 180 days before the end of the contract term as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor, then the Government may require the Contractor to furnish data that is available to assist the Government to obtain such parts from another source. (Also see Special Contract requirement H.3, Substitution Of Equipment.)

H.2 ENGINEERING CHANGES

- (a) After contract award, the Contractor is encouraged to - propose independently, engineering changes (aside from those under the Value Engineering Change Program) to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased data processing requirements. However, if proposed changes relating to improved performance are necessary to meet increased data processing requirements of the user, those requirements shall not exceed the contract requirements by more than 25%. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.
- (b) This clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:
 - (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract which must be

changed if the proposal is adopted, and the proposed revision to the contract for each such change;

- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
 - (4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and
 - (5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.
- (c) Engineering Change Proposals (ECPs) submitted to the Contracting Officer will be processed expeditiously. The Government shall not be liable for proposal preparation costs unless the change is accepted by the Government. If the Government proposes to accept a change in part, the portion of the proposal cost to be borne by the Government will be negotiated prior to acceptance of the ECP. The Government shall not be liable for costs for any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any ECP not accepted by the Government within the period specified in the ECP. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "Disputes" clause of this contract.
- (d) The Contracting Officer may accept any ECP submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice shall be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an ECP under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.
- (e) If an ECP submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the

resulting contract modification shall state that it is made pursuant to this clause.

- (f) The Contractor is requested to identify, specifically, any information contained in the ECP which the Contractor considers confidential and/or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and, subject to appropriate review by the Government, shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act. (5 U.S.C. 552).
- (g) The Government reserves the right to require the rerun of selected portions of applicable tests to verify the improvement.

H.3 SUBSTITUTION OF EQUIPMENT

- (a) This clause acknowledges that from time to time some of the contracted for equipment may not be readily available or may permanently go out of production. Based on the authority of this clause, the Contractor may request a permanent substitution of items. Such requests must be made in writing to the Contracting Officer, with a copy going to the Project Officer and the Contracting Officer's Technical Representative (COTR).
- (b) The following conditions must be met:
 - (1) The replacement items must meet or exceed all contract specifications that were applicable to the items replaced;
 - (2) The replacement items must operate in the system with no degradation of system performance;
 - (3) The replacement item(s) must be priced at equal or less than the item(s) replaced including support and maintenance costs;
 - (4) The replacement item(s) must be acceptable to the Project Officer; and
 - (5) The replacement item(s) must be approved in writing by the Contracting Officer.
- (c) The fact that the Contractor has requested a replacement shall

not extend the required delivery time of any items. Upon acceptance of a replacement, the Government may grant a day for day extension to the delivery schedule for the time the Government took to approve the replacement. No extension shall be granted in the case of unaccepted proposed replacements.

H.4 SUBSTITUTION OF GOVERNMENT FURNISHED PROPERTY (GFP) FOR PROPOSED EQUIPMENT

- (a) The Government reserves the right after contract award to either (1) provide equipment that the Contractor identified for inclusion in the system, should this be advantageous to the Government' or (2) specify equipment to replace equipment identified by the Contractor, (when it is deemed necessary by the Government to respond to such concerns as supportability and standardization). In the event of GFP being provided by the Government, the Contractor shall incorporate and maintain the GFP provided as part of the system.
- (b) Upon notice of a substitution of GFP for the proposed equipment the Contractor shall submit, within 30 days, a proposal indicating any increased or decreased cost and impacts to the system. Any adjustment to the contract will be negotiated and added as a bilateral modification.

H.5 DISCONTINUANCE OF EQUIPMENT MAINTENANCE

- (a) The Government may discontinue any maintenance coverage on any maintainable item covered under the terms of this contract by giving the Contractor 60 days written notice prior to the date of discontinuance.
- (b) If maintenance service is discontinued under this clause, the Contractor shall be entitled only to payment for maintenance services rendered prior to the effective date of discontinuation. There shall be no additional discontinuation costs due the Contractor for discontinuations effected under this clause.

H.6 CERTIFICATE OF MAINTAINABILITY

- (a) At such time as the contract is terminated, expires contractually or is otherwise not extended, or upon request by the Contracting Officer at any time, the Contractor shall issue, within five working days, a "Certificate of Maintainability" for any or all equipment acquired and

maintained under this contract.

- (b) The certificate shall state that preventive maintenance in accordance with the specifications of the Original Equipment Manufacturer (OEM) has been performed and that the equipment is performing in accordance with the OEM's specifications such that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment without billing any onetime charges (including but not limited to repair or inspection charges) if such maintenance were assumed effective the day after the Contractor's performance ceases. The Contractor is responsible for bearing all costs associated with obtaining such certification at no separate charge to the Government.
- (c) Should the Contractor fail to issue the required Certificate of Maintainability in accordance with this clause, or should any equipment fail to perform in accordance with the certification, the Contractor shall be liable to the Government for any reasonable costs incurred by the Government for the purpose of bringing the equipment up to the required maintainable level.
- (d) If equipment is acquired under this contract, without maintenance of such equipment being concurrently acquired under the contract, the Contractor shall issue a Certificate of Maintainability for such equipment within five (5) working days after it receives notice of award of the contract. The certificate shall state that the equipment is in such condition that the OEM (or the OEM's successor in interest) commits that it would assume maintenance of the equipment without billing any charges to the Government. All charges required to obtain the requisite performance of the equipment up to the later of the time the equipment is accepted by the Government or the warranty expires, shall be borne by the Contractor. The time the equipment is accepted by the Government is the date that the Government determines that the equipment passed acceptance testing, not the effective date of acceptance. The fact that the equipment may have been acquired with a warranty does not relieve the Contractor of its obligations under this subparagraph (d).

H.7 REQUIRED INSURANCE

- (a) The Contractor shall procure and maintain insurance during the entire period of his performance under this contract, in accordance with FAR 52.228-5, entitled "Insurance - Work on a Government Installation" (see Section I). The following minimum insurance is required:

- (1) Worker's Compensation and Employers' Liability Insurance as required by applicable Federal and State workers compensation and occupational disease statutes.
 - (2) Automobile Liability Insurance: Limits: \$200,000 per person for bodily injury, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.
 - (3) Comprehensive General Liability Insurance: Limits: \$500,000 per occurrence, for bodily injury.
- (b) Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government shall not be effective until thirty days after written notice has been given and acknowledged by the Contracting Officer.

H.8 EXERCISING OPTION TO EXTEND SERVICES

The notification required by FAR 52.217-8, Option To Extend Services, shall be given to the Contractor within 30 days prior to contract expiration.

H.9 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY/DATA

Disposition instructions for the Government Furnished Property/Data shall be given to the Contractor at the time the property is declared excess or at the time of final acceptance.

H.10 GOVERNMENT FURNISHED INFORMATION

(a) Additional Government Furnished Information may be specified by Task Order.

H.11 GOVERNMENT FURNISHED PROPERTY

- (a) Government Furnished Property, such as remote or Vessel Traffic Center (VTC) sites or Surface Search Radaers (SSR), shall be specified by Task Order. The Government will provide

VTC facilities and sites for the installation of the system as identified in Task Orders issued under this contract. The Task orders shall identify the following information: location, level of site development, existing equipment, environmental status (if known), and availability date.

H.12 GOVERNMENT FURNISHED SUPPORT

- (a) Site Acquisition Support - The Government shall acquire all sites used for VTS systems installation in any port. After the performance of a preliminary site survey selecting the VTC site and the remote sites, by either the Government or the Contractor, the Government shall acquire, through lease or purchase, these sites. After the sites are acquired they shall be provided to the contractor, as specified in the Task Order and Special Contract Requirement H.12 "Government Furnished Property."
- (b) Telecommunications Support - Upon identification by the Contractor, and approved by the Government, the Government shall provide telecommunications services.
- (c) Utilities Support - When performing on a developed Government site the Contractor shall be entitled to use electricity, water, and telephones (local access only) if they exist on the site. If the site does not have these utilities the Contractor shall be responsible for providing them.

H.13 TRAVEL COSTS

Except as otherwise provided herein, the Contractor shall be reimbursed for travel costs (as defined in FAR 31.205-46) on the basis of actual costs incurred subject to the limits specified in the Joint Travel Regulations.

H.14 PAYMENT OF SUPPORT COSTS

- (a) All travel, whether it be within the Continental United States or outside the Continental United States, shall be accomplished by commercial carrier, privately owned automobile or auto rental and the cost paid by the Contractor. If such commercial transportation is not readily available, transportation will be furnished by the Government, when requested, by means of Government aircraft, vessel or vehicle. In the event the Government agency furnishing such transportation requires payment therefore, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. The Government

will reimburse the Contractor for domestic transportation on the basis of actual cost if by commercial or Government carrier, and at the rate no higher than established by the current Joint Travel Regulations.

- (b) The travel reimbursable herein includes only that travel (commercial carrier, or private automobile or auto rental) performed from the Contractor's plant to the site of work, between the sites of work, and from the site of work to the Contractor's plant. Travel at U. S. Military Installation where Government transportation is available; travel performed for personal convenience, including daily travel to and from work; will not be reimbursed hereunder. Travel costs incurred in the replacement of personnel will not be reimbursed by the Government to the Contractor when such replacement is accomplished at the Contractor's or employee's convenience.
- (c) PER DIEM: The Contractor will be reimbursed for the expense of meals; lodging; transportation between places of lodging or business and places where meals are taken and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem rate in effect at the time the travel is conducted. Per diem shall be payable only when the Contractor employee is in an authorized travel status. The per diem rate shall be established in accordance with the Department of Transportation Travel Regulation or company policy provided such a set rate shall not exceed the maximum amount permitted by the Joint Travel Regulations.

H.15 PERSONNEL REQUIRING ACCESS TO GOVERNMENT FACILITY

The Contractor shall provide a list of contractor personnel who require access to installation sites during the course of the contract to the Contracting Officer within 10 days after date of award and, if applicable, 15 days prior to the start of installation. If Contractor personnel change during the performance period, the Contractor shall provide a revised list to the Contracting Officer a minimum of five days prior to contractor personnel requiring access to the installation. (NOTE: All personnel changes must be in accordance with Transportation Acquisition Regulations (TAR) Clause 1252.215-71, Key Personnel and Facilities (APR 1985).

H.16 SYSTEM ENGINEERING SUPPORT

SETA Corporation (SETA). is providing systems engineering

support and IV&V services for this program. Therefore, the Contractor is advised that employees of SETA may assist the Government in performing technical evaluations of deliverables under this contract.

H.17 WARRANTIES OF GOVERNMENT FURNISHED PROPERTY

specified in this contract on any Government Furnished Property Per Transportation Acquisition Regulations (TAR) 12.770-3, the Contractor shall not be required to provide the warranty except for (a) defects in installation and (b) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

The solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | TITLE | DATE |
|--------|-------|------|
|--------|-------|------|

[RESERVED]

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) PROVISIONS

| NUMBER | TITLE | DATE |
|--------|-------|------|
|--------|-------|------|

[RESERVED]

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-quantity-indefinite-delivery contract with firm fixed price and fixed price time and material CLINs resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contrating Officer (addressed as follows) by obtaining written and dated acknowledgement of reciept from the Contracting Officer, Catherine Martindale.

Address:

Commandant (G-ACS-4)
U. S. Coast Guard Headquarters
2100 Second Street, S.W.
Washington, DC 20596-0001

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may effect the cost of contract performance, to the extent the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.5 ACCESS TO USCG HEADQUARTERS BUILDING

The USCG Headquarters building, 2100 Second Street, SW. Washington, DC, is a controlled access building. If you intend to hand carry your proposal, prior arrangements for access should be made by contacting the Contracting Officer at least one work day prior to the date you require access. It is your responsibility to ensure that proposals are delivered by the due date and time required in the solicitation.

L.6 GENERAL INSTRUCTIONS FOR THE PREPERATION AND SUBMISSION OF PROPOSALS

These instructions prescribe the format of proposals and describe the approach to be used in the development and presentation of proposal information. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

Each Offeror's proposal in response to this solicitation shall include an oral presentation and a written submission.

L.7 ORAL PRESENTATION

L.7.1 GENERAL

Each offeror must make an oral presentation to U. S Coast Guard representatives. The purpose of the oral presentation is to evaluate and assess the depth, breadth and scale of the Offeror's demonstrated experience; the offeror's understanding of the requirements; and the offeror's proposed approach to meet the PAWSS requirement. Information presented during previous site demonstrations will not be considered for evaluation.

L.7.2 ORAL PRESENTATION SCHEDULE

The Contracting Officer will schedule the oral presentations and will notify each offeror of the date and time of its oral presentation after the Government receives the offer in response to this RFP. The sequence of the presentations will be assigned at random. The Contracting Officer will schedule the first oral presentation to take place approximately seven days after receipt of offers.

Oral presentations will not exceed two hours and 15 minutes, excluding scheduled breaks and clarification session. Each offeror will be give up to 15 minutes to introduce the attendees and make opening remarks. This will be followed by a one hour presentation, followed by a 20 minute break, one hour of presentation, a 20 minute break, then a 30 minute clarification session.

The Contracting Officer will provide additional instructions for oral presentations with the notification. Oral presentations will be made at the Government's facility at Coast Guard Headquarters, 2100 2nd Street, SW, Washington, DC 20593. The Government reserves the right to reschedule an offeror's presentation, at the sole discretion of the Contracting Officer.

L.7.3 ORAL PRESENTATION ATTENDANCE

Each offeror is allowed a maximum of six attendees. Only four of the six will be allowed to present and participate in the question and answer period. No other officers, employees, consultants, agents or representatives of the offeror may attend.

L.7.4 ORAL PRESENTATION MEDIA

Offerors may use only overhead transparencies (slides) to document the key points of the presentation. No other media may be used. The Government will provide an overhead projector for the offeror's use during the presentation. The offeror may not use or submit any other media or documents. The offeror must submit a set of overhead transparencies and a paper copy to the Government with its Technical volume proposal submission. The offeror shall not include narrative discussions (i.e. note pages) with the slides. Immediately before the presentation, the Contracting Officer will give the transparencies to the offeror for its use during the presentation.

Text slides must not exceed ten lines per slide in addition to the heading. Slides shall be sequentially numbered. There is no limit to the number of overhead transparencies that an offeror may use during the oral presentation. Only those slides presented during the two hour presentation will be considered for evaluation. Any additional slides over and above those presented will be returned to the offeror and will not be evaluated as part of this source selection.

L.7.5 ORAL PRESENTATION RECORDING

The offeror may not record (audio or video) its own presentation. However, the Government will videotape each offeror's oral presentations for its own use and records. The offeror will be provided a videotape of the presentation after contract award.

L.7.6 ORAL PROPOSAL CONTENT

During the two hour oral presentation, offerors shall address the following topics in the order in which they are listed:

1. Address your experience with Automatic Identification Systems (AIS), including your understanding of the Government's requirements for AIS. Address your approach to implementing AIS with respect to the technical standards contained in Document 8C/TEMP/13(Rev 1)-E titled, Draft Revision Of Recommendation ITU-R M.825-1 Characteristics of a Transponder System Using Digital Selective Calling Techniques for use with Vessel Traffic Services and Ship to Ship Identification dated 4 November 1996. Given this technical standard, address your approach to meeting the functional requirements contained in the Draft Recommendation on Performance Standards for an Universal Shipborne Automatic Identification System (AIS) as approved by the 43rd session of the IMO Subcommittee on Safety of Navigation in July 1997

2. Address your experience in integrating marine radar and other sensors in the Vessel Traffic Service (VTS) environment, your understanding of the Government's requirements for radar and other sensors, and your approach to establishing VTS sensors.
3. Address your experience with, understanding of and approach to providing voice and data communication between a Vessel Traffic Center (VTC) and vessels, between the VTC and remote sensor sites and between the VTC and other external users.
4. Address your experience with human-system interface (HSI) in vessel traffic services, your understanding of the Government's requirements with regard to HSI, and your approach to HSI issues.
5. Discuss the types and nature of reports and records the system provides.
6. Address your experience in providing system maintenance and support, your understanding of the Government's requirements with regard to maintenance and support and your approach to maintenance and support.
7. Address your experience in multifaceted project management and your approach to project management including how you select and manage subcontractor teams. Describe each subcontractor's responsibilities on the program. Describe your team's geographical work locations and how you intend to interface with the Government.

L.8 INSTRUCTIONS FOR THE PREPERATION AND SUBMISSION OF WRITTEN PROPOSALS

Each Offeror's written proposal submitted in response to this solicitation shall be in three volumes; Technical, Business, and Cost. Each volume of the proposal shall be submitted in the following quantities:

- (a) Technical Volume:
 - 1 - Original including Oral Presentation Transparencies
 - 6 - Copies without Oral Presentation Transparencies
- (b) Business Volume:
 - 1 - Original
 - 6 - copies excluding sections B to K
- (c) Cost Volume
 - 1 - Original
 - 5 - copies

A cover letter will transmit the proposal to the USCG. This letter will have at least three enclosures:

- (1) A table of contents and index of the entire proposal.
- (2) Restrictions for handling proprietary data.
- (3) The Offeror's Acronyms and Phrases

The Technical, Business and Cost volumes shall be submitted no later than the date and time specified in section A of the RFP date of issuance. The Government reserves the right to incorporate into the resulting contract, in whole or in part, any information submitted in the Offeror's proposal.

L.8.1 FORMAT AND CONTENT FOR THE TECHNICAL VOLUME

This volume of the proposal shall consist of the information described below, including a table of contents. NO COST OR PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME.

L.8.1.1 ISO 9001 CERTIFICATION

Each Offeror shall include in the proposal submission a current ISO 9001 Certificate for the proposed prime contractor.

L.8.1.2 PAST PERFORMANCE

Each offeror shall submit the past performance questionnaire, in accordance with Attachment ____, which provides complete format and content instructions.

L.8.1.3 VTS SYSTEM

Each offer shall submit a system block diagram, and a detailed system description. The system block diagram shall not exceed three (3) pages. The system description shall not exceed three (3) pages. The material submitted in this section is not for evaluation purposes.

L.8.1.4 ORAL PRESENTATION SLIDES

Each Offeror shall submit the set of overhead transparencies for the Oral Presentation and 1 copy. The slides shall be submitted in

accordance with Section L.7.4, which provides complete format and content instructions. The material submitted in this section is not for evaluation purposes.

L.8.1.5 SYSTEM DEMONSTRATION

The selected Offeror will be required to conduct a system demonstration. The offeror shall identify the specific location of the system demonstration, and provide a demonstration script which describes how the offeror will address the capabilities specified in section M.6. The offer will be given seven(7) days notice prior to the commencement of the demonstration. The system demonstration may be considered passed, if the selected Offeror has conducted a demonstration of the proposed system, prior to proposal submission and, the USCG has observed a successful demonstration of the capabilities specified in section M.6,

L.8.3 FORMAT AND CONTENT FOR BUSINESS VOLUME

L.8.3.1 FRONT MATTER

Provide a cover page, volume table of contents, and a list of tables and figures.

L.8.3.2 MODEL CONTRACT

This part of the proposal shall include a three (3) complete copies of the proposed contract. Section A (SF 33) shall be provided with all blanks in the Offer Section of the form completed and an original signature by an authorized official of the company, on all copies. Section B through K shall have all appropriate blanks completed and signature by appropriate company officials when required.

L.8.3.3 FINANCIAL CAPABILITY

The Offeror shall provide a copy of their most recent annual financial statement and a copy of their most recent quarterly (or other partial year) financial statement. The Offeror shall provide information deemed relevant to its proposal and demonstrating the ability to perform the requirement from a financial point of view. Similar information is to be provided on major subcontractors included with the offer.

L.8.3.4 DISCLOSURE OF CONFLICT OF INTEREST

Provide the statement required by TAR Clause 1252.209-71 incorporated into the solicitation by reference in L.1.

L.8.3.5 FREEDOM OF INFORMATION ACT RELEASE

Provide a letter detailing and justifying the Offeror's position concerning release under the Freedom of Information Act of the Offeror's proposal.

L.8.3.6 SUBCONTRACTING PLAN

Provide the Offeror's Small Business and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9.

L.8.3.7 COMPLIANCE

In this section, the Offeror shall identify those requirements, terms and conditions for which exception is taken.

L.8.4 FORMAT AND CONTENT FOR THE COST VOLUME

(NOT INCLUDED AT THIS TIME)

Section M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

| NUMBER | TITLE | DATE |
|----------|-----------------------|----------|
| 52.217-5 | EVALUATION OF OPTIONS | JUL 1990 |

M.2 AWARD BASED ON GREATEST VALUE TO THE GOVERNMENT

The Government will award to the vendor whose proposal offers the greatest value to the Government in terms of performance and cost, as determined by evaluation of proposals in accordance with the established evaluation criteria. Price will not be the controlling factor, and the contract may not be awarded on the basis of lowest proposed price. However, the Government reserves the right to award to the lowest evaluated price.

M.3 DISCUSSIONS/BEST AND FINAL OFFER (BAFO)

The Government intends to award the contract without discussions; however, the Government may elect to conduct discussions with all offerors in the competitive range. If discussions are conducted, the Government will request a BAFO.

M.4 BASIS FOR CONTRACT AWARD

a. The following conditions shall be met in order to be eligible for award:

- (1) the proposal must comply in all material respects with the RFP;
- (2) the Offeror must be responsible; and
- (3) the selected offeror must pass the system demonstration.

b. The Source Selection Official will select the proposal

which offers the greatest value to the Government in terms of performance and price.

c. The selected offeror will be required to conduct a demonstration of its proposed off-the-shelf VTS system. The selected offeror will be required to demonstrate the following:

- (1) AIS as defined by ITU-R M.825-2 Draft, dated Nov 1996, Digital Selective Calling.
- (2) Radar tracking.
- (3) AIS information integrated into the operator work station.
- (4) Decision support system displays vector product format, electronic charts and text data Synchronous, time tagged video and audio record and playback.

The demonstration will be evaluated on a pass/fail basis.

M.5 EVALUATION CRITERIA

M.5.1 GENERAL

The evaluation will be based on a complete assessment of the Offeror's proposal. The integrated assessment will address terms, conditions, technical factors, and total evaluated cost. This assessment will address three areas of consideration which are listed in descending order of importance:

- (1) technical and Management
- (2) past performance, and
- (3) price.

M.5.2 TECHNICAL EVALUATION

M.5.2.1 TECHNICAL FACTORS/SUBFACTORS

a. Each factor and subfactor will be evaluated against the following criteria:

1. Experience - the Government will evaluate the depth, breadth and scale of the Offeror's demonstrated experience.
2. Understanding - the Government will evaluate the offeror's understanding of the requirements.

3. Approach - the Government will evaluate the offers proposed approach to meeting the PAWSS requirements.

b. The technical and management area will be evaluated based on the factors and subfactors listed below in descending order of importance with factors 5 and 6 being of equal importance.

- (1) Automatic Identification System (AIS)
- (2) Human System Interface
- (3) Sensors
 - a. Radars
 - b. Other Sensors
- (4) Communications infrastructure
- (5) Supportability
- (6) Project and Risk Management

c. The risk inherent in the proposal will also be assessed on the basis of the factor evaluations.

M.5.2.3 PAST PERFORMANCE EVALUATION

The Government will evaluate the Offeror's (this includes the prime contractor and first tier subcontractors) past performance on the basis of its previous record with its former customers for the following:

- (1) Adhering to the terms and conditions of its contracts, including the technical, business, and administrative aspects.
- (2) Demonstrated commitment to customer satisfaction.
- (3) Quality and timeliness of delivered products.

M.5.4 SPECIFIC COST/PRICE EVALUATION CRITERIA

a. Cost is not the most important evaluation factor, but its degree of importance will increase commensurately with the degree of equality among Offerors' technical proposals. Further, after the evaluation, cost could be the deciding factor for selection, depending upon whether a highly evaluated past performance and technical proposal warrants the evaluated cost differential.

b. The **Total Evaluated Price** will be derived by the sum of the following CLIN/SUBCLINs, factored by the Net Present Value presented in (b) for the applicable period:

(1) CLINs 001 through 004, SUBCLINs 105A through 105B using the attached summary sheet, CLINs 107 using the attached summary sheet, CLIN 108, CLIN 109, CLIN 110 times 2, CLIN 111, SUBCLINs 205A through 205B using the attached summary sheet, SUBCLINs 206A through 206G using the attached summary sheet, CLIN 207 using the attached summary sheet times 2, CLIN 208 times 2, CLIN 209, CLIN 210 times 2, SUBCLINs 221A through 211C, SUBCLIN 212A, SUBCLIN 212B, SUBCLIN 212C times 2, SUBCLINs 305A through 305B using the attached summary sheet times 2, SUBCLINs 306A through 306G using the attached summary sheet, CLINs 307 using the attached summary sheet, CLINs 308 through 310, SUBCLINs 311A through 311C, SUNCLIN 312A times 3, SUBCLIN 312B times 2, SUBCLIN 312C times 4, SUBCLINs 405A through 405b using the attached summary sheet, CLINs 407 using the attached summary sheet, CLINs 408 through 409, CLIN 410 times 3, SUBCLINs 411A THROUGH 411C, SUNCLIN 412A times 4, SUBCLIN 412B times 3, SUBCLIN 412C times 5, SUBCLINs 505A through 505B using the attached summary sheet, SUBCLINs 506A through 506G using the attached summary sheet, CLINs 507 THROUGH 408, CLIN 509 times 2, CLIN 510 times 2, SUBCLINs 511A THROUGH 511C, SUNCLIN 512A times 5, SUBCLIN 512B times 4, SUBCLIN 512C times 8, CLIN 609 times 2, CLIN 610 times 2, SUBCLINs 611A THROUGH 611C, SUBCLIN 612A times 6, SUBCLIN 612b times 6, SUBCLIN 612c times 10.

(2) To determine the current dollar value of the total evaluated price, the following Net Present Values (NPV) will be used for each period:

| | |
|----------------|---------|
| Base Period | 1.00000 |
| Option Year 1: | 0.96899 |
| Option Year 2: | 0.93895 |
| Option Year 3: | 0.90983 |
| Option Year 4: | 0.88162 |
| Option Year 5: | 0.85428 |
| Option Year 6: | 0.82779 |

(3) This **Total Evaluated Price** will be the price the Government will consider to be the total price to implement and maintain a VTS at seven ports (NOLA and six hypothetical ports).

(4) Evaluation of Option CLINs under the above formula will not obligate the Government to exercise any option. Any material imbalance between the option CLINs and base year CLINs (or imbalance between different option year CLINs) could render certain CLIN prices either unrealistic or unreasonable, and therefore unacceptable (see FAR 52.215-16 (g)). Proposals that include charges for the non-exercise of an option by the Government will be determined nonresponsive.

c. The cost proposal will be evaluated for completeness and compliance with the solicitation requirements, for realism, and for allowability, allocability and reasonableness.

(1) Completeness and Compliance: The cost proposal will first be reviewed to determine if it complies with all the cost proposal preparation instruction provisions in Section L, and other applicable directions.

(2) Realism: The cost proposal will be evaluated to determine if the proposed costs/prices are realistic for the work to be performed, reflect a clear understanding of the Government's requirements, and are consistent with the other proposals submitted. In addition, the cost/prices shall be compared with the independent cost estimate.

(3) Allowability, Allocability, and Reasonableness: The allowability, allocability, and reasonableness of costs shall be determined using the criteria in Part 31 of the FAR.